

**RESOLUTION NO. 2970**

**A RESOLUTION OF THE NEW YORK STATE ENVIRONMENTAL  
FACILITIES CORPORATION WITH RESPECT TO THE ANNUAL  
REVIEW AND APPROVAL OF THE PROCUREMENT CONTRACT  
GUIDELINES OF THE CORPORATION**

WHEREAS, the Corporation is required by the provisions of Public Authorities Law Section 2879 to adopt and to annually review and approve its Procurement Contract Guidelines, and to prepare and approve a report on Procurement Contracts, which are defined as any written agreement for the acquisition of goods or services of any kind, in the actual or estimated amount of five thousand dollars or more; and

WHEREAS, pursuant to Resolution No. 2910, the Board of Directors approved the Corporation's Procurement Contract Guidelines on June 13, 2022; and

WHEREAS, the Board of Directors desires to approve the Procurement Contract Guidelines of the Corporation as reflected in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, AS FOLLOWS:

Section 1. The Corporation's Procurement Contract Guidelines, a copy of which is annexed hereto and made a part hereof as Exhibit A, together with the Annual Report on Procurement Contracts which is annexed hereto and made a part hereof as Exhibit B, are hereby approved.

Section 2. This Resolution shall take effect immediately upon its adoption.

BY:                     /s/                      
Kate Siobhan Howard  
Secretary to the Corporation

## **Exhibit A**

### **New York State Environmental Facilities Corporation Procurement Contract Guidelines**

# **New York State Environmental Facilities Corporation Procurement Contract Guidelines**

## **I. Overview and Purpose**

### **A. Introduction and Purpose**

The New York State Environmental Facilities Corporation (herein, “EFC” or “Corporation”) is a New York State (“State”) public benefit corporation with a mission to assist communities throughout the State to undertake critical water quality infrastructure projects by providing access to low-cost capital, grants, and expert technical assistance. A primary goal is to ensure that these projects remain affordable while safeguarding essential water resources. EFC supports this mission by consistently using an innovative approach to develop and advance new financing strategies to maximize the funding that can be made available to clients, aiding compliance with federal and State requirements, and promoting green infrastructure practices.

The purpose of the EFC Procurement Guidelines (“Guidelines”) is to establish policies and procedures regarding EFC’s use, awarding, monitoring, and reporting of procurement contracts to achieve compliance with applicable laws, regulations, and best practices.

The Guidelines are modeled upon applicable guidance and authorities including the New York State Procurement Council’s Procurement Guidelines, the Office of the State Comptroller (“OSC”) State Authority Contract Manual, Public Authorities Law, Executive Law, State Finance Law, and State regulations. A more comprehensive list of applicable authorities is included in Appendix II, *Authorities*.

### **B. General Standards and Principles**

EFC’s key procurement principles are compliance, effectiveness, efficiency, and economy in connection with the purchase of goods and services (“Procurement Principles”).

In order to ensure that the procurement process and procedures are routinely conducted in accordance with the Procurement Principles, every EFC employee involved in the procurement process as outlined in the Guidelines must understand their role and perform their responsibilities in the procurement process. Compliance with the procurement process in accordance with the Guidelines by all EFC participants should ensure the following:

1. The interests of EFC, the State, and taxpayers are protected;
2. Proper oversight of EFC’s procurement activities, including appropriate checks and balances;
3. Fair and open competition;
4. Achievement of EFC’s objectives; and
5. Safeguards are in place to protect against fraud, favoritism, and unethical conduct.

### **C. Applicability**

Except as otherwise provided herein, all Corporation Procurement Contracts are subject to these Guidelines. A representative, but not exhaustive, list of the types of goods purchased and a description of those areas of responsibility and oversight requiring the procurement of services is set forth in Appendix III, *Types of Goods and Services Purchased*.

#### **D. Annual Review and Approval of Guidelines**

The Board shall review and approve EFC's Procurement Contract Guidelines annually.

#### **E. Amendment of Guidelines**

The Board may amend these Procurement Contract Guidelines at any time by resolution.

#### **F. Effect of Noncompliance with Guidelines**

Failure by EFC to comply with the provisions of these Guidelines shall not be deemed to alter, affect the validity of, modify the terms of, or impair any rights or privileges of EFC under any Procurement Contract.

#### **G. Procurement Manual**

EFC shall develop a Procurement Manual for internal use that will set forth the detailed procurement process for each type of procurement, including staff responsibilities, internal controls and required approvals. The Procurement Manual will detail post-procurement activities, such as choosing the type of agreement and contract monitoring. The Procurement Manual will be consistent with the Procurement Guidelines. The Procurement Manual will also set forth best practices for purchases under \$5,000.

### **II. Determination of Need for Procurement**

Before beginning the procurement process, EFC must determine whether it needs the goods or services proposed to be purchased, and whether it needs to conduct a procurement to obtain the goods or services. To make these determinations, EFC should:

1. consider its business needs;
2. clearly identify the scope of the contemplated goods or services;
3. ascertain whether the contemplated services can be adequately and cost-effectively performed by staff within EFC; and
4. estimate the availability and price of contemplated goods and services in the marketplace.

### **III. Order of Purchasing Priority and Choosing the Method of Procurement**

#### **A. Order of Purchasing Priority**

The Order of Purchasing Priority is as follows:

1. Preferred Sources
2. New York State Office of General Services ("OGS") Centralized Contracts
3. Piggyback Contracts
4. Open Market Procurement
  - a. Discretionary Purchases
  - b. Competitive Procurement
    - i. Single Award
    - ii. Multi-Award
5. Non-competitive Procurement
  - a. Single Source
  - b. Sole Source
  - c. Emergency

## **B. Preferred Sources**

If a Preferred Source has goods or services available that meet EFC's form, function, and utility requirements, EFC shall procure such goods or services in accordance with State Finance Law § 162 and the OGS Preferred Source Guidelines before pursuing other methods of procurement. If procuring from a Preferred Source, a competitive bid process is not required regardless of the monetary level of the Procurement Contract. The State has three Preferred Source organizations that may be purchased from in the following order of priority: New York State Department of Correctional Services Division of Industries ("Corcraft"); New York State Preferred Source Program for People Who Are Blind ("NYSPSP"); and New York State Industries for the Disabled ("NYSID").

## **C. OGS Centralized Contracts**

If an OGS Centralized Contract has goods or services available that meet EFC's form, function, and utility requirements, EFC shall procure such goods or services using a Centralized Contract prior to engaging in any of the methods of procurement set forth in Sections III(D) through (G).

## **D. Piggyback Contracts**

EFC may use a contract based on another governmental entity's contract, known as "piggybacking" regardless of the monetary value of the Procurement Contract. EFC will follow the criteria set forth in State Finance Law § 163(10)(e) when piggybacking. Specifically, EFC will document its rationale for using a piggyback contract, including, but not limited to:

1. a consideration of the procurement method by which the other entity's contract was awarded, ensuring that it complies with applicable procurement laws, regulations, and guidelines;
2. an analysis of alternative procurement sources including an explanation why a Competitive Procurement or the use of an OGS Centralized Contract is not in the best interest of the State; and
3. price justification, documenting that the price to be paid is reasonable.

## **E. Discretionary Purchases**

Discretionary purchases are procurements made below statutorily established monetary levels and at the discretion of EFC, without the need for a formal Competitive Procurement process. EFC is authorized to make a discretionary purchase if:

1. The amount of a Procurement Contract does not exceed \$50,000; or
2. The amount of a Procurement Contract does not exceed \$500,000; and
  - a. the goods and/or services that are the subject of the Procurement Contract are purchased from a Small Business; or
  - b. the goods and/or services that are the subject of the Procurement Contract are purchased from a certified MWBE; or
  - c. the goods or technology that are the subject of the Procurement Contract are recycled or remanufactured.

EFC must consider the reasonably expected aggregate amount of all purchases of the same goods and services to be made within a twelve-month period commencing on the date of purchase when determining whether a discretionary purchase is allowable. Aggregate purchases of the same goods and services within a twelve-month period will be deemed a single transaction. Purchases of goods and services shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds. A change to, or renewal of, a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount for all purchases of the same goods and services from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than the discretionary buying threshold amount.

When making a discretionary purchase, EFC must attempt to obtain at least three quotes. EFC's Procurement Record must include, but not be limited to, the following:

1. The goods and/or services acquired will meet EFC's form, function and utility requirements, including relevant State law and policy requirements;
2. Vendor selection and alternatives considered;
3. Vendor responsibility determination; and
4. Price justification, if available, showing that the price to be paid is reasonable.

## **F. Competitive Procurement**

Two key components of a Competitive Procurement are a "balanced and fair evaluation and selection method" and adequate and timely notice to the public of the opportunity to contract with the State. Specifically, a Competitive Procurement of goods or services requires "a balanced and fair evaluation and selection method developed before the receipt of offers or bids; that is rational, objective and utilizes a quantified scoring system, which evaluated all relevant factors such as cost (revenue), technical merits, or qualifications, and was applied equally to all qualified [offerors]." 2 NYCRR § 206.2(a).

### **1. Procurement Record**

When conducting a Competitive Procurement, EFC's Procurement Record must include, but not be limited to, the following:

- a. Required specifications governing performance and related factors;
- b. Procurement process will reasonably ensure a competitive field;
- c. Process will provide a fair and equal opportunity for offerors to submit responsive offers; and
- d. Process includes a balanced and fair method of award (one which is rational and objective and awards the contract based on a quantified scoring system predicated upon price, a combination of price and qualifications, or a determination of the most qualified bidder at a reasonable price).

### **2. Single Award**

This is a Competitive Procurement that results in award to one vendor following evaluation. In the case of a single award Competitive Procurement, EFC will follow the guidelines noted above for Competitive Procurement.

### **3. Multi-Award**

This is a Competitive Procurement that results in award to more than one vendor following evaluation. In a multi-award Competitive Procurement, EFC will follow the guidelines noted above for Competitive Procurement and the standards set forth in State Finance Law for choosing a vendor among multiple awardees at the time of purchase or performance of services. “[T]he basis for selection among multiple contracts at the time of purchase[/performance of services] shall be the most practical and economical alternative and shall be in the best interests of the state.” State Finance Law § 163(10)(c).

## **G. Non-Competitive Procurement**

EFC will conduct Competitive Procurements to the maximum extent practicable prior to conducting non-competitive procurements.

### **1. Single Source**

“Single Source,” pursuant to 2 NYCRR § 206.2, means a procurement in which although two or more vendors can supply the required goods or services, EFC, upon written findings setting forth the material and substantial reasons therefore, may award a contract or amendment to a contract to one vendor over the other.

If EFC can justify a Single Source procurement, EFC may enter into a Procurement Contract without complying with formal competitive bidding requirements. Prior to entering into a Single Source Procurement Contract, EFC’s Procurement Record must include, but not be limited to, the following:

- a. Vendor selection and alternatives considered;
- b. Vendor responsibility determination; and
- c. Price justification, including that the price to be paid is reasonable.

### **2. Sole Source**

“Sole Source,” pursuant to 2 NYCRR § 206.2, means a procurement in which only one vendor is capable of supplying the required goods or services.

If EFC can justify a Sole Source procurement, EFC may enter into a Procurement Contract without complying with formal competitive bidding requirements. Prior to entering into a sole source contract, EFC’s Procurement Record must include, but not be limited to, the following:

- a. Vendor selection and alternatives considered or an explanation of why no alternatives were available;
- b. Vendor responsibility determination; and
- c. Price justification, including that the price to be paid is reasonable.

### **3. Emergency**

“Emergency” means urgent and unexpected circumstances where the public health or safety or the use or conservation of public resources is at risk, requiring immediate action. Failure to properly plan in advance does not constitute an Emergency.

Where an Emergency exists, EFC may enter into Procurement Contracts without complying with formal competitive bidding requirements. EFC must attempt to obtain at least three quotes. EFC’s Procurement Record for an Emergency contract must include, but not be limited to, the following:

- a. The nature of the emergency giving rise to the procurement, typically in the form of a declaration of emergency;
- b. Vendor responsibility determination; and
- c. Price justification, if available, showing that the price to be paid is reasonable.

## **IV. Means of Price Justification**

“Reasonable” price means a fair market price based on normal competitive conditions and not necessarily the lowest possible price. Reasonableness of price can be documented in several different ways, including but not limited to:

1. Obtaining informal quotes (e.g., telephone or written), from at least three vendors if possible;
2. Comparing costs of the same goods or services provided to other governmental entities; or
3. Making historical cost or price comparisons.

As used in the following paragraph, the term “professional firm” shall be defined as any individual or sole proprietorship, partnership, corporation, association, or other legal entity permitted by law to practice the professions of architecture, engineering or surveying.

EFC shall not refuse to negotiate with a professional firm solely because the ratio of the “allowable indirect costs” to direct labor costs of the professional firm or the hourly labor rate in any labor category of the professional firm exceeds a limitation generally set by EFC in the determination of the reasonableness of the estimated cost of services to be rendered by the professional firm, but rather EFC should also consider the reasonableness of cost based on the total estimated cost of the service of the professional firm which should include, among other things, all the direct labor costs of the professional firm for such services plus all “allowable indirect costs,” other direct costs, and negotiated profit of the professional firm. “Allowable indirect costs” of a professional firm are defined as those costs generally associated with overhead which cannot be specifically identified with a single project or contract and are considered reasonable and allowable under specific state contract or allowability limits.

## **V. Notice of Procurement Opportunities**

### **A. Requirements**

For all Procurement Contract opportunities in the actual or estimated amount of \$50,000 or more, notice must be published in the New York State Contract Reporter for at least fifteen (15) business days prior to award pursuant to the requirements of Economic Development Law Article 4-C.



## **B. Exemptions**

1. The following types of contracts are exempt from publication requirements, and therefore do not require advertisement in the New York State Contract Reporter:
  - a. Procurement Contracts awarded on an Emergency basis;
  - b. Procurement Contracts with Preferred Sources;
  - c. Centralized Contracts;
  - d. Procurement Contracts being re-bid or re-solicited for substantially the same goods or services, within forty-five business days after the date bids or proposals were originally due;
  - e. Procurement Contracts otherwise exempt from publication pursuant to Economic Development Law Article 4-C; and
  - f. Procurement Contracts for which publication is otherwise not feasible, which exemption is subject to OSC approval where required by law.
2. If a contract is subject to OSC approval as set forth in Section XIII, *Contract Approvals*, EFC must seek OSC approval for an exemption from publication requirements.

## **VI. Vendor Responsibility**

### **A. Contractors**

Prior to awarding a Procurement Contract, EFC shall conduct a review of the prospective contractor to provide reasonable assurances that the vendor is responsible. Vendor responsibility is determined by a review of the prospective contractor's legal authority to do business in the State, business integrity, financial and organizational capacity, and performance history. EFC will also determine, as part of its review, whether the prospective contractor has failed to comply with any statutory provisions relating to debarment.

EFC shall not enter into contracts with any prospective contractors unless a determination of responsibility is made. In addition, if, during the term of a contract, EFC discovers any information that indicates that a contractor may no longer be responsible or may be subject to debarment, EFC will conduct a review and make a determination regarding the contractor's responsibility and/or eligibility to bid on future contracts.

If EFC deems a prospective contractor or contractor non-responsible or ineligible to bid on future contracts, EFC will report such determination to OGS for posting on the OGS website within five days of the determination.

## **B. Subcontractors**

EFC will also conduct a vendor responsibility review of any significant subcontractors. Per 2 NYCRR § 206.5, a subcontractor that is known at the time of award is considered significant for the purposes of documenting a vendor responsibility review when:

1. The subcontractor's qualifications are a material factor in the award. Examples of when the subcontractor's qualifications are a material factor in the award include, but are not limited to, when the subcontractor's qualifications receive points in the evaluation for award or when the subcontractor will be performing the majority of the work; or
2. The value of the subcontract exceeds 25% of the value of the total contract.

## **VII. Policy and Procedures on Procurement Lobbying**

EFC will comply with the procedural controls to prohibit improper lobbying during the Restricted Period for a procurement as set forth in State Finance Law §§ 139-j and 139-k. State Finance Law §§ 139-j and 139-k restrict Contacts between EFC and Offerers during the Restricted Period for Procurement Contracts involving an estimated annual amount of \$15,000 or more, to other than Designated Contacts, unless it is a Contact that is included among certain statutory exceptions.

EFC has established a Policy and Procedures on Procurement Lobbying, which can be found on EFC's website. The President shall appoint a Procurement Integrity Officer ("PIO") who shall be responsible for ensuring EFC's compliance with State Finance Law §§ 139-j and 139-k and the Policy and Procedures on Procurement Lobbying.

## **VIII. Debriefings**

Any vendor who submits an unsuccessful proposal in response to a competitive solicitation issued by EFC will have the opportunity to request a debriefing with EFC within ten business days after the date the vendor is notified by EFC it did not receive a contract award. EFC will provide vendors with fair and equal treatment with respect to their opportunity for debriefing. The debriefing will be limited to the reasons the vendor receiving the debriefing was not selected for contract award.

## **IX. Disputes**

### **A. Informal Dispute Resolution**

In the event there is a dispute with respect to the solicitation or award of a Procurement Contract by an actual or prospective bidder, EFC will exercise its best efforts to resolve the dispute as soon as possible.

### **B. Formal Dispute Resolution Process**

Any actual or prospective bidder who believes that it is aggrieved in connection with the solicitation or award of a Procurement Contract may file a protest with EFC's General Counsel. The protest shall be submitted in writing within ten calendar days after such bidder knows or should have known of the facts giving rise thereto; however, a formal, written dispute may not be filed later than ten business days after issuance of the Procurement Contract award. The formal, written dispute must include the following:

1. Name, address, e-mail address, and telephone numbers of the filer;
2. Solicitation or contract name and/or number;
3. Detailed statement of the legal and factual grounds for the formal dispute, including a description of resulting prejudice to the filer;
4. Copies of relevant documents;
5. Request for a ruling by EFC;
6. Statement as to the form of relief requested;
7. All information establishing that the filer is an actual or prospective bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract; and
8. All information establishing the timeliness of the formal dispute.

If the protest is not resolved by mutual agreement, EFC's General Counsel, or their designee, shall promptly issue a decision in writing. EFC's General Counsel's determination shall be final. A copy of the decision shall be mailed or otherwise furnished immediately to the bidder within thirty calendar days of EFC's decision.

## **X. Procurement Record**

For every Procurement Contract, EFC shall maintain a Procurement Record that documents the decisions made and the approach taken in the procurement process. EFC will maintain Procurement Records consistent with these Procurement Guidelines and OSC's State Authority Contract Manual.

## **XI. Types of Provisions in Procurement Contracts**

### **A. To the extent deemed appropriate by the President or General Counsel, Procurement Contracts will include, but not necessarily be limited to, the following types of provisions:**

1. Scope of Services
2. Payment, including Budget and Payment and Reporting Schedule
3. Term
4. Amendment
5. Contractor's Representations and Warranties
6. Contractor's Covenants
7. Independent Contractor
8. Compliance with Laws
9. Notices and Service of Process
10. Assignment of Contract
11. Use of Subcontractors
12. Iranian Energy Sector Divestment
13. Conflicts of Interest
14. Public Officers Law
15. Ethics
16. Contractor Personnel
17. Corporation's Right to Withhold Payments and Setoff
18. Indemnification
19. Insurance
20. Termination
21. Suspension of Work
22. Promotion of New York State Business Enterprises and New York State Residents in Procurements  
EFC shall promote and solicit the participation by New York State Business Enterprises and New York State Residents in Procurement Contracts in compliance with Public Authorities Law § 2879.

23. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified MWBEs and Equal Employment Opportunities For Minority Group Members And Women

It is the goal of EFC to promote and assist participation by certified MWBEs in competition for Procurement Contracts and to award a percentage of Procurement Contracts to certified MWBEs. It is also EFC's goal to award contracts to those contractors who have evidenced compliance with the laws of the State prohibiting discrimination in employment. Furthermore, if the performance of any Procurement Contracts permits or requires the use of a subcontractor, these contracts shall require the prime contractor to act affirmatively to encourage participation by MWBEs in such subcontract and to report the nature and extent of such efforts to EFC. Accordingly, all Procurement Contracts, where required, shall comply with Executive Law Article 15-A, the regulations at 5 NYCRR Parts 140-145, and the requirements and procedures of Public Authorities Law § 2879 with respect to Procurement Contracts with MWBEs.

24. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

EFC will make a good faith effort to achieve SDVOB participation to the extent such firms are available and will use its best effort so that SDVOB firms are included in Procurement Contracts. All Procurement Contracts, where required, shall comply with Executive Law Article 17-B and the regulations at 9 NYCRR Part 252.

25. Requirements Regarding Foreign Business Enterprises and Discriminatory Jurisdictions

EFC will follow the requirements and procedures of Public Authorities Law § 2879(5) with respect to Procurement Contracts with Foreign Business Enterprises. Accordingly, EFC will impose restrictions on Foreign Business Enterprises located in Discriminatory Jurisdictions with respect to the solicitation and award of Procurement Contracts.

26. Confidentiality and Non-Disclosure

27. Ownership of Materials

28. Release by the Contractor

29. Claims or Actions Related to the Contract

30. Publicity

31. Performance of Work

32. Access to Meetings

33. Records, Inspection, and Audit

34. Compliance with New York State Information Security Breach and Notification Act

35. Arbitration

36. Severability

37. Net Neutrality Principles (Executive Order No. 175)

38. Prohibiting Contracts with Entities that Support Discrimination (Executive Order No. 177)

39. Allowable Expenses

EFC may allow for the reimbursement of actual and necessary expenses incurred during the performance of services pursuant to a Procurement Contract. If EFC decides to reimburse travel expenses, EFC shall limit reimbursement for travel expenses to the maximum extent allowed in accordance with the OSC Travel Manual, available at [www.osc.state.ny.us](http://www.osc.state.ny.us).

## **XII. Contract Approvals**

### **A. Procurement Contracts Subject to Approval by EFC's Board**

The following types of Procurement Contracts are subject to prior approval by EFC's Board of Directors by resolution:

1. Procurement Contracts with a value in excess of \$300,000 in aggregate through the life of the contract, including any renewals or extensions;
2. Procurement Contracts for services for a term in excess of one year, including any renewals or extensions;
3. An amendment to a Procurement Contract not previously approved by the Board that would cause the Procurement Contract to fall into subsections (1) or (2) above; and
4. An amendment to a Procurement Contract that adds value to or extends or renews the term of a Procurement Contract previously approved by the Board, but which previous Board approval did not include the authority to add value or extend/renew the term.

### **B. Procurement Contracts Subject to Approval or Filing with the Office of the State Comptroller**

EFC shall follow the requirements and procedures of Public Authorities Law § 2879-a, 2 NYCRR Part 206, and the OSC State Authority Contract Manual with respect to OSC approval and filing of contracts.

#### **1. Contracts Subject to OSC Approval**

In accordance with Public Authorities Law § 2879-a and 2 NYCRR Part 206, OSC may exercise its review and approval authority over an Eligible Contract or Eligible Contract Amendment by issuing a written notice.

An Eligible Contract has an aggregate value, including all reasonably anticipated renewals and amendments, in excess of \$1,000,000; and

- a. is to be awarded by EFC to a Single Source, a Sole Source or pursuant to any other method of procurement that is not competitive; or
- b. is to be paid in whole or in part from monies appropriated directly or indirectly by the State to EFC for such contractual expenditure.

If an Eligible Contract or Eligible Contract Amendment is subject to OSC approval by issuance of a written notice, EFC shall include in the contract or amendment a provision that such contract or amendment is subject to OSC's approval. If OSC has not approved or disapproved any contract or amendment subject to its approval within ninety days of submission to OSC, such contract or amendment shall become valid and enforceable without such approval.

#### **2. Contracts Exempt from OSC Approval**

Certain contracts that would otherwise be Eligible Contracts have been classified as exempt from OSC approval pursuant to 2 NYCRR § 206.2 ("Exempt Contracts"), including but not limited to emergency contracts and agreements for the issuance of commercial paper or bonded indebtedness.

#### **3. Contracts Subject to OSC Filing Only**

In accordance with 2 NYCRR § 206.7, certain contracts must still be filed with OSC even if not subject to OSC approval. Such contracts subject to filing only include: (1) Eligible Contracts and Eligible

Contract Amendments not the subject of a written notice and (2) Exempt Contracts and Exempt Contract Amendments must be filed with OSC within 60 days of contract execution.

### **XIII. Procurement Contracts with Former Directors, Officers or Employees of EFC**

EFC shall not enter into Procurement Contracts with former directors, officers or employees of EFC where such contracts would be in contravention of law, would create a conflict of interest, or would create the appearance of impropriety.

### **XIV. Procurement Contract Monitoring**

#### **A. Contract Administration and Monitoring**

As designated by the President, authorized EFC staff shall be responsible for monitoring the performance of Procurement Contracts to assure that each Procurement Contract is performed efficiently and in accordance with its terms. Such monitoring shall include verifying compliance with these Guidelines.

#### **B. Contract Amendments**

1. A Procurement Contract may be amended to extend the term or expand the scope of services as necessary.
2. If the additional scope of services in the amended Procurement Contract has a value that exceeds 20% of either the (i) original contract amount or (ii) if subject to EFC's Board approval, the original total contract amount approved by EFC's Board, EFC shall either use a competitive process to award the additional work or document the reasons why a competitive process is not in the best interests of the Corporation.
3. For all Procurement Contract amendments, EFC will evaluate MWBE and SDVOB goals and reassess as appropriate.

#### **C. Contract Renewals**

1. A Procurement Contract can only be renewed for an additional term if there is specific language in the original contract providing for such a renewal option ("Renewal Contracts").
2. For Renewal Contracts, if EFC determines that it is in the best interest of the Corporation to continue the contractual relationship with the contractor, EFC will renew the Procurement Contract for the term specified in the original contract documents.
3. For all Procurement Contract renewals, EFC will evaluate MWBE and SDVOB goals and reassess as appropriate.

### **XV. Prompt Payment Guidelines**

EFC will comply with standards for the payment of invoices within a specified period of time and for payment of interest penalties when invoices are not paid accordingly, as set forth in Public Authorities Law § 2880 and in accordance with EFC's Prompt Payment Guidelines, which can be found on EFC's website.

## **XVI. Reporting**

### **A. Annual Report on Procurement Contracts**

1. As required by Public Authorities Law § 2879, EFC shall prepare an annual report on Procurement Contracts which shall include:
  - a. the Guidelines;
  - b. any amendments to the Guidelines since the last annual report;
  - c. a list of the Procurement Contracts entered into since the last annual report which includes the following: all contracts entered into with New York State Business Enterprises and the subject matter and value thereof; all contracts entered into with certified MBEs and the subject matter and value thereof; all referrals made and penalties imposed pursuant to Executive Law Section 316; all contracts entered into with Foreign Business Enterprises and the subject matter and value thereof; the selection process used to select such contractors; all Procurement Contracts which were exempt from the publication requirements of Economic Development Law Article 4-C and the basis for such exemption; and the status of existing Procurement Contracts;
  - d. a list of the fees, commissions and other charges paid on the Procurement Contracts listed pursuant to clause 3 above;
  - e. the results of the PIO's investigation of any allegations of improper lobbying or attempted improper lobbying, or any attempt to influence the procurement process in violation of State Finance Law § 139-j, Public Officers Law §§ 73(5) or 74, or EFC's Policy and Procedures on Procurement Lobbying;
  - f. a list of those Contacts between Corporation staff and employees, agents or consultants of any Offerer, pursuant to State Finance Law §§ 139-j and 139-k; and
  - g. annual reporting requirements pursuant to Executive Law Article 15-A.
2. EFC shall submit its annual report on Procurement Contracts to the Division of the Budget, with copies to the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee, and the Assembly Ways and Means Committee.

### **B. Annual Report to OSC on Eligible Contracts**

1. As required by 2 NYCRR § 206.3, EFC shall submit a report to OSC annually describing any Eligible Contracts and Eligible Contract Amendments it reasonably anticipates entering into in the following fiscal year.
2. The following may be excluded from the annual report to OSC:
  - a. Exempt Contracts and Exempt Contract Amendments;
  - b. Change orders to construction contracts where the value of the change does not exceed \$100,000;
  - c. Agreements to extend the duration of a contract for which there is no change in contract amount;
  - d. Contracts where OSC approval is otherwise required, or provided for, by law or by resolution of a State authority, including, but not limited to, contracts made "for" the State by a state authority.



# Appendix I

## Glossary

The following terms are defined herein as follows. Unless otherwise specified, all other terms shall be defined as set forth in Public Authorities Law (“PAL”) § 2879, 2 NYCRR Part 206, or Executive Law Article 15-A.

1. **“Competitive Procurement,”** pursuant to 2 NYCRR § 206.2, means a procurement where EFC has:
  - a. published notice of the contract opportunity consistent with any statutory publication requirement including, but not limited to, article 4-c of the Economic Development Law, or, where there is no express statutory requirement for published notice, in the procurement opportunities newsletter or another newspaper, journal or periodical which is reasonably designed to give notice of the contract opportunity to all offerors capable of providing the requisite product, service or work to be performed; and further that such notice, wherever published, is reasonably designed to solicit bids, proposals or offers from all qualified offerors in response thereto; or
  - b. provided notice of the contract opportunity by soliciting bids, proposals or offers through some other method expressly authorized by statute, where such statute has deemed such other method to be competitive; and
  - c. awarded on the basis of a balanced and fair evaluation and selection method developed before the receipt of offers or bids; that is rational, objective and utilized a quantified scoring system, which evaluated all relevant factors such as cost (revenue), technical merits, or qualifications, and was applied equally to all qualified offerors.
2. **“Centralized Contract”** means any contract let by OGS Procurement Services for use by authorized users, including but not limited to EFC, for the purchase of goods or services. Centralized Contracts are established or approved by the Commissioner of General Services as meeting the State’s requirements.
3. **“Contact,”** pursuant to State Finance Law §§ 139-j and 139-k, means any oral, written or electronic communication with EFC under circumstances where a reasonable person would infer that the communication was intended to influence EFC’s conduct or decision regarding the procurement.
4. **“Designated Contact(s)”** means a person or persons who are knowledgeable about a procurement and that EFC designates for such procurement, pursuant to State Finance Law § 139-j, as the person or persons who may be contacted by Offerers relating to the procurement.

5. **“Discriminatory Jurisdiction,”** pursuant to PAL § 2879(5), means any other country, nation, province, state or political subdivision thereof which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State Business Enterprise in the procurement of goods and services by the same or a non-governmental entity influenced by the same. Such discrimination may include, but is not limited to, any law, regulation, procedure or practice, terms or license, authorization, or funding or bidding rights which requires or encourages any agency or instrumentality of the state or political subdivision thereof or non-governmental entity influenced by the same to discriminate against a New York State Business Enterprise.
6. **“Eligible Contract”** means any contract executed by EFC on or after March 1, 2010, other than an Exempt Contract, where the aggregate consideration proposed for exchange (including all reasonably anticipated renewals and amendments) may reasonably be valued in excess of \$1 million and such contract either:
  - a. shall be paid in whole or in part with monies appropriated by the State, either directly to EFC or to a State agency which pays the money to EFC; or
  - b. was or shall be awarded on a Single Source basis, a Sole Source basis or pursuant to any other method of procurement that is not a Competitive Procurement. For purposes of determining the value of a contract that has no term or is perpetual in nature, the contract shall be deemed to have a term of five years.
7. **“Eligible Contract Amendment”** means
  - a. any modification to an Eligible Contract; or
  - b. any modification other than an Exempt Contract Amendment, to a contract executed by EFC where such modification was executed on or after March 1, 2010, and where the aggregate consideration under the contract as amended may reasonably be valued in excess of \$1 million and:
    - i. the contract as amended will be paid in whole or in part with monies appropriated by the State, either directly to EFC or to a State agency which pays the money to EFC; or
    - ii. the contract was originally awarded on a noncompetitive basis; or
    - iii. the contract was originally awarded on the basis of a Competitive Procurement, but the modification was neither contemplated nor provided for in the solicitation for such Competitive Procurement.
8. **“Emergency”** means urgent and unexpected circumstances where the public health or safety or the use or conservation of public resources is at risk, requiring immediate action. Failure to properly plan in advance does not constitute an emergency.
9. **“Exempt Contract”** has the meaning set forth in 2 NYCRR § 206.2.
10. **“Exempt Contract Amendment”** has the meaning set forth in 2 NYCRR § 206.2.

11. **“Foreign Business Enterprise,”** pursuant to PAL § 2879(5), means a business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods which are sought by EFC and which are substantially produced outside the State, or services, other than construction services, sought by EFC which are substantially performed outside the State. For purposes of construction services, Foreign Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside the State.
12. **“Goods,”** also referred to as commodities, means material goods, supplies, products, construction items, electronic information resource, or other standard articles of commerce which are the subject of any purchase or other exchange.
13. **“Minority-owned Business Enterprise,”** pursuant to Executive Law Article 15-A, means a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
  - a. at least fifty-one percent owned by one or more minority group members;
  - b. an enterprise in which such minority ownership is real, substantial and continuing;
  - c. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
  - d. an enterprise authorized to do business in this State and independently owned and operated;
  - e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed fifteen million dollars, and such other amount as shall be set forth in 5 NYCRR Parts 140-145, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
  - f. an enterprise that is a small business pursuant to Executive Law Article 15-A.
14. **“New York Resident,”** pursuant to PAL § 2879, means a natural person who maintains a fixed, permanent, and principal home located within the State and to which such person, whenever temporarily located, always intends to return.
15. **“New York State Business Enterprise,”** pursuant to PAL § 2879, means a business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale or lease or other form of exchange, goods which are sought by EFC and which are substantially manufactured, produced or assembled in the State, or services, other than construction services, which are sought by EFC and which are substantially performed within the State. For purposes of construction services, a New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which has its principal place of business in the State.

16. **“Offerer,”** pursuant to State Finance Law §§ 139-j and 139-k, means the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts EFC about a procurement during the Restricted Period of such procurement whether or not the entity has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with EFC regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offerer.
17. **“Preferred Source,”** pursuant to State Finance Law § 162, refers to those vendors afforded preferred source status meaning they are exempted from the Competitive Procurement requirements otherwise applicable to Procurement Contracts for certain goods and services that meet the form, function, and utility required by the governmental entity.
18. **“Procurement Contract,”** pursuant to PAL § 2879, means any written agreement for the acquisition of goods or services of any kind by EFC, in the actual or estimated amount of five thousand dollars (\$5,000) or more. A purchase order shall be deemed to be a Procurement Contract unless the purchase order is issued pursuant to an existing Corporation contract or a Centralized Contract where neither the contract nor the relevant procurement guidelines require a mini-bid or similar competitive process.
19. **“Procurement Record,”** pursuant to 2 NYCRR § 206.2, means documentation of the decisions made and the approach taken by EFC in the procurement process.
20. **“Restricted Period,”** pursuant to State Finance Law §§ 139-j and 139-k, means the period of time commencing with the earliest posting, on EFC’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Economic Development Law Article 4-C, of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerers intending to result in a Procurement Contract with EFC and ending with the final contract award and approval by EFC and, where applicable, OSC.

21. **“Service-Disabled Veteran-Owned Business Enterprise,”** pursuant to Executive Law Article 17-B, means a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
- a. at least fifty-one percent owned by one or more service-disabled veterans;
  - b. an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;
  - c. an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
  - d. an enterprise authorized to do business in this State and is independently-owned and operated;
  - e. an enterprise that is a small business which has a significant business presence in the State, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and
  - f. certified by OGS.
22. **“Services”** means the performance of a task or tasks and may include a material good or quantity of material goods, and which is the subject of any purchase or other exchange. Technology shall be deemed a service for purposes of these Guidelines.
23. **“Single Source,”** pursuant to 2 NYCRR § 206.2, means a procurement in which although two or more vendors can supply the required goods or services, EFC, upon written findings setting forth the material and substantial reasons therefore, may award a contract or amendment to a contract to one vendor over the other.
24. **“Small Business,”** pursuant to State Finance Law § 160(8), means a business which is resident in the State, independently owned and operated, not dominant in its field and employs one hundred or less persons.
25. **“Sole Source,”** pursuant to 2 NYCRR § 206.2, means a procurement in which only one vendor is capable of supplying the required goods or services.
26. **“State”** means New York State.
27. **“Technology”** means either a good or service or a combination thereof, that results in a technical method of achieving a practical purpose or in improvements in productivity. Technology shall be deemed a service for purposes of these Guidelines.
28. **“Women-owned Business Enterprise,”** pursuant to Executive Law Article 15-A, means a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- a. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
- b. an enterprise in which the ownership interest of such women is real, substantial and continuing;
- c. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- d. an enterprise authorized to do business in this State and independently owned and operated;
- e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed fifteen million dollars, and such other amount as shall be set forth in 5 NYCRR Parts 140-145, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- f. an enterprise that is a small business pursuant to Executive Law Article 15-A.

## Appendix II

### Authorities

The following are applicable guidance and authorities used in drafting and implementing these Guidelines.

#### A. Laws

1. Economic Development Law Article 4-C, *Procurement Opportunities Newsletter*
2. Executive Law Article 15-A, *Participation by Minority Group Members and Women with respect to State Contracts*
3. Executive Law Article 17-B, *Participation by Service-Disabled Veterans with respect to State Contracts*
4. Public Authorities Law § 2879, *Procurement Contracts*
5. Public Authorities Law § 2879-a, *Comptroller Approval of Contracts*
6. Public Authorities Law § 2880, *Prompt Payment*
7. State Finance Law §§ 139-j, *Restrictions on Contacts during the Procurement Process*
8. State Finance Law § 139-k, *Disclosure of Contacts and Responsibility of Offerers*
9. State Finance Law § 162, *Preferred Sources*
10. State Finance Law § 163, *Purchasing Services and Commodities*

#### B. Regulations

1. 2 NYCRR Part 206, *Comptroller Approval of Contracts made by State Authorities*
2. 5 NYCRR Parts 140-145, *Participation by Minority Group Members and Women with respect to State Contracts*
3. 9 NYCRR Part 252, *Service-Disabled Veteran-Owned Business Enterprise Program*

#### C. Guidance

1. Authorities Budget Office, *Public Authority Procurement Guidelines*, available at [www.abo.ny.gov](http://www.abo.ny.gov)
2. EFC, *Policy and Procedures on Procurement Lobbying*, available at [www.efc.ny.gov](http://www.efc.ny.gov)
3. EFC, *Prompt Payment Guidelines*, available at [www.efc.ny.gov](http://www.efc.ny.gov)
4. New York State Procurement Bulletin, *Discretionary Purchasing Guidelines*, available at [www.ogs.ny.gov](http://www.ogs.ny.gov)
5. New York State Procurement Bulletin, *Preferred Source Guidelines*, available at [www.ogs.ny.gov](http://www.ogs.ny.gov)
6. New York State Procurement Council, *Procurement Guidelines*, available at [www.ogs.ny.gov](http://www.ogs.ny.gov)
7. OSC, *State Authority Contract Manual*, available at [www.osc.state.ny.us](http://www.osc.state.ny.us)

## **Appendix III**

### **Types of Goods and Services Purchased**

#### **A. Types of Goods Purchased**

The following is an illustrative (but not exclusive) list of the types of goods purchased by EFC in the past and may purchase in the future:

- Computer equipment and supplies such as mainframe components and related equipment, personal computers, software, and peripheral equipment, accessories and supplies; and
- Office equipment, furniture and supplies such as printers, copiers, audio/visual equipment, copier toner and paper.

#### **B. Types of Services Purchased**

The following is an illustrative (but not exclusive) list of the types of services EFC has purchased in the past or may purchase in the future:

- Audit
  - Provide audit services pertaining to the year-end preparation of financial statements of EFC in conformance with generally accepted accounting principles. Perform special audits and perform financial advisory services as requested.
- Engineering
  - Provide engineering services for EFC, including but not limited to, design and construction inspection engineering services.
- Equipment Maintenance
  - Provide routine service and repair of office equipment.
- Financial Advisory
  - Provide financial advisory services to EFC's financing activities, including but not limited to, independent advice on investments and the structure of debt instruments.
- Information Technology
  - Assist EFC with the design, implementation and operation of computer programs and cloud computing services that will enable EFC to function more efficiently.
- Legal
  - Provide legal services to EFC in the areas of bond and note financings, underwriting counsel services, litigation and other matters deemed necessary by EFC.
- Printing
  - Provide financial printing services based upon specifications and detail provided by EFC. Provide various technical printing services relative to the reproduction of forms and other printed matter. Provide technical, graphic, layout printing services in connection with production of EFC's annual report and any other reports, brochures, maps or printed matter that may be necessary or desirable.
- Underwriting
  - Provide assistance in the preparation, sale, marketing and distribution of EFC debt issues. Provide liaison with institutional and retail investor communities; enhance visibility of EFC as an issuer; sell bonds and notes of EFC.
- Other
  - As deemed necessary in the furtherance of the interests of EFC.



**Exhibit B**

**New York State Environmental Facilities Corporation  
Annual Procurement Contracts Report**

**NYS Environmental Facilities Corporation**  
**2022 -23 Annual Report on Procurement Contracts**

Vendor Name	Contract Type	Procurement Description	Award Process	Begin Date	End Date	Maximum Contract Amount (if applicable)	Amount Expended for Fiscal Year	Amount Expended for Life to Date	MWBE	NYS Business
Arcadis of New York, Inc.	Consulting Services	Advisor - Asset Management Program	Competitive	9/15/2022	9/15/2026	2,499,000.00	385,245.00	439,545.00	N	Y
Bamboo HR LLC	Technology - Software	Human Resources Software	Non-Competitive	12/21/2022	12/21/2023		3,759.21	3,759.21	N	N
Barclays Capital Inc.	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		124,299.25	155,260.08	N	Y
Barton & Loguidice, D.P.C.	Consulting Services	Document Collection / Site Visit	Competitive	8/1/2021	7/31/2024	1,266,520.00	69,090.00	96,760.00	N	Y
Blackbaud Fundware	Technology - Software	Accounting Software	Non-Competitive	3/11/2022	3/11/2025	155,822.00	29,225.00	47,886.82	N	N
Bloomberg Finance L.P.	Technology - Software	Bloomberg Anywhere	Non-Competitive	11/1/2022	10/31/2024		14,594.00	14,594.00	N	Y
Bloomberg Finance L.P.	Technology - Software	Bloomberg Terminal	Non-Competitive	7/26/2018	7/26/2023	158,520.00	26,255.00	125,755.00	N	Y
BofA Securities, Inc.	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		646,511.71	697,910.83	N	N
Cabrera Capital Markets LLC	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		50,440.48	63,892.96	Y	Y
Capital District Records Mgmt	Other Professional Services	File Storage & Retrieval	Competitive	5/1/2010	3/31/2023		148.92	32,207.04	N	Y
Center for Internet Security, Inc.	Technology - Software	Cyber Security	Non-Competitive	2/27/2023	2/27/2024		28,847.25	28,847.25	N	Y
CheckWise Payroll	Financial Services	Payroll services	Competitive	1/1/2021	12/31/2025		8,240.65	18,078.60	N	Y
Citigroup Global Markets Inc.	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		48,648.06	82,642.74	N	Y
Dell Marketing L.P.	Technology - Hardware	Hardware	Competitive	3/18/2023	3/18/2024		3,387.04	3,387.04	N	Y
Drexel Hamilton LLC	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		92,439.11	161,302.96	Y	Y
Executive Information Systems, LLC (SAS)	Technology - Software	SAS Software Maintenance	Non-Competitive	12/15/2021	12/14/2023	47,628.00	23,814.00	47,628.00	N	N
Fitch Solutions, Inc.	Technology - Software	Credit Analytics	Non-Competitive	8/1/2021	7/31/2023	29,635.00	15,179.00	29,635.00	N	Y
Fitch, Inc.	Financial Services	Bond Rating 2022 A	Non-Competitive	4/21/2022	4/21/2022		77,000.00	77,000.00	N	Y
Fitch, Inc.	Financial Services	Bond Rating 2022 B	Non-Competitive	12/6/2022	12/6/2022		77,000.00	77,000.00	N	Y
Hawkins Delafield & Wood LLP	Legal Services	Legal Services	Competitive	1/12/2020	1/11/2024		290,000.00	567,649.00	N	Y
Hawkins Delafield & Wood LLP	Financial Services	Arbitrage Rebate Services	Competitive	1/1/2021	12/31/2023		27,800.00	58,750.00	N	Y
Hilltop Securities Inc.	Financial Services	Financial advisory	Competitive	2/3/2022	2/3/2025		135,000.00	135,000.00	N	N
ICE Data Pricing	Technology - Software	Valuation Services	Non-Competitive	9/20/2021	9/19/2023	28,504.20	14,238.81	22,371.89	N	N
Insight Public Sector	Technology - Software	Tableau Software	Competitive	9/3/2021	9/3/2023		8,697.68	8,697.68	N	N
Jefferies LLC	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		566,463.63	809,073.90	N	Y
KPMG LLP	Financial Services	Audit Services	Competitive	4/1/2020	3/31/2024	556,801.00	108,199.00	320,367.00	N	Y
Kronos	Other	Maintenance for Kronos Software	Competitive	4/12/2022	4/12/2023		1,510.32	1,510.32	N	Y
Loop Capital Markets	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		372,974.04	557,292.96	Y	Y
MacLeod Watts	Consulting Services	Actuarial GASB 75	Competitive	1/1/2023	12/31/2023		1,800.00	8,500.00	N	N
Micro Strategies Inc.	Technology - Software	IBM Maximo Software	Competitive	12/23/2020	12/23/2025		61,785.10	308,925.50	N	N
Moody's Analytics, Inc.	Technology - Software	Credit Review	Competitive	11/4/2021	11/3/2023	184,600.00	96,695.00	184,600.00	N	Y
Moody's Investors Service	Financial Services	Bond Rating 2022 A	Non-Competitive	4/21/2022	4/21/2022		38,026.11	38,026.11	N	N
Moody's Investors Service	Financial Services	Bond Rating 2022 B	Non-Competitive	1/20/2023	1/20/2023		155,000.00	155,000.00	N	N
Nixon Peabody LLP / D. Seaton and Associates	Legal Services	Legal Services	Competitive	1/12/2020	1/11/2024		110,841.83	524,011.83	N	Y
PFM Financial Advisors LLC	Financial Services	Financial advisory	Competitive	2/11/2022	2/11/2025		195,000.00	195,000.00	N	N
RBC Capital Markets LLC	Financial Services	underwriter	Competitive	1/14/2020	1/13/2023		41,167.07	96,888.55	N	Y
Refinitiv	Other	Municipal Market Data	Non-Competitive	8/1/2022	7/31/2023		8,838.00	8,838.00	N	N
Rice Securities, LLC	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		47,943.85	100,228.31	Y	Y
Samuel A. Ramirez & Co., Inc.	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		237,876.85	730,021.78	Y	Y
SHI International Corp.	Technology - Hardware	Rubrik Backup Solution	Competitive	10/28/2022	10/28/2025		139,175.86	139,175.86	Y	N
Siebert Williams Shank & Co., LLC	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		117,683.17	322,887.92	Y	Y
SourceMedia LLC d/b/a Arizent	Financial Services	Online Service to Bond Buyer	Non-Competitive	11/14/2022	11/13/2023	8,010.00	8,010.00	8,010.00	N	Y

NYS Environmental Facilities Corporation  
2022 -23 Annual Report on Procurement Contracts

Vendor Name	Contract Type	Procurement Description	Award Process	Begin Date	End Date	Maximum Contract Amount (if applicable)	Amount Expended for Fiscal Year	Amount Expended for Life to Date	MWBE	NYS Business
SS & C Technologies, Inc.	Technology - Software	Bond Structuring Software	Non-Competitive	9/16/2022	9/16/2023		40,786.00	118,829.00	N	Y
Standard & Poor's	Financial Services	2022 B Bond Rating	Non-Competitive	12/6/2022	12/6/2022		119,475.00	119,475.00	N	Y
Standard & Poor's	Financial Services	2022 A Bond Rating	Non-Competitive	4/21/2022	4/21/2022		119,212.00	119,212.00	N	Y
Standard & Poor's Financial / RatingsDirect	Technology - Software	Ratings and Research	Non-Competitive	8/31/2021	8/30/2023	53,506.00	26,753.00	53,506.00	N	Y
Standard & Poor's Financial / RatingsXpress	Technology - Software	Research	Non-Competitive	8/31/2021	8/30/2023	63,290.00	31,645.00	63,290.00	N	Y
State Records Center (NYS Archives)	Other Professional Services	Records Management	Non-Competitive	7/1/2015	7/1/2024		3,427.59	34,960.86	N	Y
UBS Financial Services, Inc.	Financial Services	Underwriter	Competitive	1/14/2020	1/13/2023		65,841.05	65,841.05	N	Y
WageWorks	Other Professional Services	NYS Flex Spending Account	Competitive	1/1/2018	12/31/2022		1,236.46	5,516.44	N	N
West (a Thomson Reuters business)	Commodities/Supplies	West Complete Library	Non-Competitive	6/1/2020	5/31/2023		6,855.40	19,723.00	N	N
West (a Thomson Reuters business)	Technology - Software	West Proflex	Non-Competitive	1/18/2018	11/20/2022		8,429.87	52,309.00	N	N
West (a Thomson Reuters business)	Technology - Software	West Proflex	Non-Competitive	9/30/2022	9/30/2023		8,811.30	10,637.56	N	N
Wilmington Trust (M&T Bank)	Financial Services	Trustee/Payee/Account Fees	Competitive	4/1/2022	3/31/2023		261,554.84	261,554.84	N	Y

**RESOLUTION NO. 2971**

**BOND RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO  
\$572,525,000 NEW YORK STATE ENVIRONMENTAL FACILITIES  
CORPORATION STATE CLEAN WATER AND DRINKING WATER  
REVOLVING FUNDS REVENUE BONDS ON BEHALF OF THE NEW  
YORK CITY MUNICIPAL WATER FINANCE AUTHORITY**

WHEREAS, pursuant to the New York State Environmental Facilities Corporation Act, as amended (the "Act"), the New York State Environmental Facilities Corporation (the "Issuer") has been established as a body corporate and politic constituting a public benefit corporation; and

WHEREAS, the State of New York (the "State"), pursuant to the Act, has established the State Water Pollution Control Revolving Fund (the "Clean Water SRF") and the State Drinking Water Revolving Fund (the "Drinking Water SRF") in the custody of the Issuer; and

WHEREAS, the Issuer is empowered, together with the New York State Department of Environmental Conservation ("NYSDEC"), to administer the Clean Water SRF program and to provide financial assistance to municipalities and other public entities for the planning, development and construction of eligible projects under such program; and

WHEREAS, the Issuer is empowered, together with the New York State Department of Health ("NYSDOH"), to administer the Drinking Water SRF program, and to provide financial assistance to recipients for the planning, development and construction of eligible projects under such program; and

WHEREAS, the Issuer has heretofore issued its State Clean Water and Drinking Water Revolving Funds Revenue Bonds, Series 2013 A (New York City Municipal Water Finance Projects) (Second Resolution Bonds), in the original principal amount of \$401,090,000 (the "Prior Bonds") as listed on Schedule A, for the purpose of reimbursing the New York City Municipal Water Finance Authority (the "Recipient") for, or financing the cost of, acquisition, design, construction and installation of certain improvements, machinery, equipment and facilities for the purpose of water pollution control and water supply for the benefit of the Recipient and the City of New York, all such improvements, machinery, equipment and facilities constituting "eligible projects" within the meaning of the Act; and

WHEREAS, it is expected that current market conditions will permit the Prior Bonds to be refunded so as to achieve debt service savings; and

WHEREAS, to achieve such debt service savings the Recipient has requested that the Issuer refund all or a portion of the Prior Bonds and any direct financing (the "Prior Direct Financing") made in connection therewith; and

WHEREAS, the Corporation's staff has determined that it may be advantageous to provide the Recipient with a direct financing (the "Direct Financing") in connection with the issuance of the Bonds and to authorize the pledge of the Recipient Bonds as a source of security for the Bonds and a source of subsidy for the Recipient; and

WHEREAS, the Issuer intends to refund all or a portion of the Prior Bonds and/or the Prior Direct Financing and finance, refinance or reimburse the Recipient for the costs of the acquisition, design, construction and installation of certain water pollution control and water supply projects (the "Recipient Projects") as listed on Schedule A by (i) the issuance and sale of one or more series of the Issuer's State Clean Water and Drinking Water Revolving Funds Revenue Bonds (New York City Municipal Water Finance Authority Projects), in an aggregate principal amount not to exceed \$572,525,000 (the "Bonds") and/or (ii) the provision of a Direct Financing from monies in the Clean Water SRF and Drinking Water SRF in lieu of the issuance of all or a portion of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, it is proposed that the Issuer will provide financial assistance from the proceeds of the Bonds and/or the Direct Financing to the Recipient for the purpose of refunding all or a portion of the Prior Bonds and financing the Recipient Projects, all in accordance with the terms of one or more Project Finance Agreements, or one or more Supplemental Project Finance Agreements to the Project Finance Agreement dated as of July 1, 2001 or the Project Finance Agreement dated as of June 1, 2006 (collectively, the "Project Finance Agreement") to be entered into by and among the Issuer, the Recipient, and The City of New York (the "City"); and

WHEREAS, the Recipient, in connection with the issuance of the Bonds, may authorize the pledge of one or more series of its bonds ("Recipient Bonds") as a source of security for the Bonds and a source of subsidy for the Recipient; and

WHEREAS, the Bonds will be secured pursuant to a new Financing Indenture of Trust, or pursuant to one or more Supplemental Series Indentures of Trust to the Financing Indenture of Trust dated as of July 1, 2001 or the Financing Indenture of Trust dated as of June 1, 2006 (collectively, the "Indenture"), to be entered into with Manufacturers and Traders Trust Company, as trustee (the "Trustee"); and

WHEREAS, the Bonds may also be secured on a senior or subordinated basis, or combination thereof, by (i) reserves to be funded with federal grant monies hereto received or available under the Federal Water Quality Act ("Water Quality Act") and under the Federal Safe Drinking Water Act ("Safe Drinking Water Act"), and related State matching funds appropriated for such purpose and (ii) together with other bonds, guarantees and other obligations relating to its Clean Water SRF and Drinking Water SRF programs, a pledge of certain funds held from time to time under the Issuer's Amended and Restated Master Trust Agreement (the "Master Trust Agreement"); and

WHEREAS, the Bonds may also be secured by and payable from the sources pledged and available therefor under the Indenture, the Master Trust Agreement and a Subsidy Source Agreement if any, (the "Subsidy Source Agreement"), between the Issuer and Manufacturers and Traders Trust Company, as custodian under the Master Trust Agreement (the "Custodian"); and

WHEREAS, the Bonds may be issued as fixed rate Bonds, or variable rate Bonds as shall be specified in the Indenture and, in the event the Bonds are issued as variable rate Bonds, to the extent the owners of which have the right to tender such Bonds to the Issuer or the Trustee for purchase, the Issuer shall enter into an agreement (a "Liquidity Agreement") with a financial institution providing for a source of funds for such purchase, which may include a letter of credit, line of credit, standby bond purchase agreement or other credit or liquidity facility (a "Liquidity Facility") and the Issuer's obligations to such Liquidity Facility will be secured as provided in the Indenture; and

WHEREAS, certain of the Recipient's obligations with respect to the provision of the financial assistance under the Project Finance Agreement are to be evidenced by Recipient Bonds to be issued and delivered under the Recipient's Water and Sewer System Second General Revenue Bond Resolution; and

WHEREAS, the Issuer may elect to apply all or a portion of the moneys made available as a reserve for the Bonds to the purchase of Recipient Bonds; and

WHEREAS, the Bonds may be issued as federally taxable or tax-exempt Bonds and the Recipient and the Issuer will be obligated to take certain actions to maintain the exclusion of interest on the federally tax-exempt Bonds from gross income for federal income tax purposes pursuant to a Tax Regulatory Agreement among the Issuer, the Recipient and the Trustee (the "Tax Regulatory Agreement"); and

WHEREAS, the Bonds may be sold by competitive sale to purchasers (the "Purchasers") pursuant to the terms of one or more Notices of Sale (collectively, the "Notices of Sale"), substantially in the form of a Notice of Sale set before this meeting, and/or by negotiation with one or more underwriters (the "Underwriters") to be selected from among the firms comprising the Issuer's underwriting team, by the President, any Vice President, Chief Financial Officer or Controller of the Issuer or any other officer designated in writing by the President (collectively, the "Authorized Officers") pursuant to the terms of one or more Bond Purchase Agreement to be entered into among the Issuer, the Recipient and the Underwriters (collectively, the "Bond Purchase Agreements"), substantially in the form of a bond purchase agreement set before this meeting; and

WHEREAS, it is expected that the Bonds will be offered pursuant to one or more preliminary official statements (the "Preliminary Official Statements") and one or more final official statements (the "Official Statements") to be approved by an Authorized Officer (hereinafter referred to) of the Issuer, substantially in the form of the Official Statement set before this meeting; and

WHEREAS, a duly constituted meeting of the Finance Committee of the Board of Directors was held on to consider issuance of the Bonds and such committee recommended issuance of the Bonds to the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, AS FOLLOWS:

Section 1. To accomplish the purposes of the Act and to provide for the refunding of all or a portion of the Prior Bonds and/or Prior Direct Financing and the financing or refinancing of water pollution control and water supply facilities, the offering, issuance, sale and delivery of the Bonds to the Purchasers or the Underwriters at such purchase price to be determined as hereinafter provided plus accrued interest from the dated date of the Bonds, and upon the terms, conditions and for the purposes described in the Indenture, the Project Finance Agreement, the Master Trust Agreement, the Subsidy Source Agreement (if applicable), the Notices of Sale (if applicable), the Bond Purchase Agreements (if applicable), the Preliminary Official Statements, the Official Statements and this resolution are hereby authorized. The Bonds shall be offered and sold via one or more of the following methods:

- (i) a competitive sale, and/or
- (ii) a negotiated, private offering,

the method(s) of offering and sale to be determined by an Authorized Officer of the Issuer. The Bonds shall be issued as senior or subordinate bonds, or a combination thereof, in one or more series, in an aggregate principal amount not to exceed \$572,525,000 (inclusive of the principal amount of any Direct Financing), shall bear interest at rates yielding a true interest cost not exceeding six and one-half percent (6.50%) in the case of federally tax-exempt-Bonds initially bearing interest at fixed rates and eight and one-half percent (8.50%) in the case of federally taxable Bonds, not to exceed a true interest cost of fifteen percent (15.00%) in the case of Bonds initially bearing interest at variable rates, and not to exceed twenty-five percent (25.00%) per annum in the case of Bonds purchased by any provider of a Liquidity Facility, and shall mature not later than thirty years after their original issue date. Such priority, interest rate or rates, the initial interest rate of and the type of rate period initially in effect with respect to the Bonds, principal amount, purchase price, series designation and maturity or maturities shall be determined by an Authorized Officer of the Issuer, if applicable. To the extent that it is so determined by an Authorized Officer, (i) the Bonds may include capital appreciation bonds and/or original issue discount bonds and (ii) all or a portion of the amounts made available as a reserve for the Bonds may be applied to purchase Recipient Bonds. If the Bonds are sold via a negotiated, private offering, the Authorized Officers are each hereby authorized to determine the Underwriters to whom the Bonds will be sold. In no event shall the compensation paid to the Underwriters in connection with the negotiated sale of the Bonds, whether payable from the proceeds of the Bonds or otherwise, exceed one and one-half percent (1.5%) of the aggregate principal amount payable on the Bonds at maturity. The Bonds shall be dated, be subject to redemption and mature as set forth in the Indenture authorized to be executed, acknowledged and delivered by Section 2 hereof. The form of the Bonds and all other provisions with respect thereto shall be as set forth in such Indenture.

To accomplish the purposes of the Act and to provide for the financing or refinancing of the Recipient Projects, the Corporation is hereby further authorized to make all or a portion of the financing available as a Direct Financing to the Recipient for such Recipient Projects. Such Direct Financing, together with the amount of financial assistance made available with Bond proceeds, shall be in an aggregate principal amount not to exceed \$572,525,000; shall bear interest at rates not to exceed six and one-half percent (6.50%) per annum; and shall mature not

later than thirty years from the date of the making of such Financing, or such lesser period as may be required by law. Subject to such limitations; the principal amounts, interest rates and maturities of the Bonds shall be determined by an Authorized Officer of the Corporation. The Corporation is further authorized to pledge and assign its right to receive payments under the Direct Financing for the benefit of the Bonds authorized herein and, to the extent determined desirable by an Authorized Officer, for other Corporation bonds, as a source of subsidy for the Recipient. All or a portion of the Recipient Bonds delivered in connection with such Direct Financing may be deposited in any reserve established pursuant to this resolution. As determined by an Authorized Officer, provisions reflecting such pledge and assignment shall be included in the Supplemental Series Indenture of Trust entered into in connection with the Bonds and any Subsidy Source Agreement relating to the Bonds.

Section 2. The Indenture, the Project Finance Agreement, the Notice of Sale (if applicable), and the Bond Purchase Agreement (if applicable), each substantially in the form presented to this meeting and made a part of this Resolution as though set forth in full herein, are hereby approved. The Authorized Officers are each hereby authorized to execute, acknowledge and deliver one or more Indentures, Project Finance Agreements, Notices of Sale (if applicable), escrow agreements relating to the Prior Bonds (each an "Escrow Agreement") and Bond Purchase Agreements (if applicable), each with such amendments, supplements, changes, insertions and omissions as may be approved by any such Authorized Officer. The Authorized Officers are also each hereby authorized to execute, acknowledge and deliver one or more Liquidity Agreements with one or more financial institutions. The Authorized Officers are each hereby further authorized to execute, acknowledge and deliver one or more Tax Regulatory Agreements in the form approved by Bond Counsel. The Chief Financial Officer of the Issuer and the Secretary of the Issuer are each hereby authorized to affix the seal of the Issuer on such documents and attest the same. The execution of such documents by an Authorized Officer shall be conclusive evidence of any approval or determination authorized or required by this Section or by Section 1.

Section 3. The Bonds shall be executed in one or more series in the manner and upon the terms and conditions provided in the Indenture and the Master Trust Agreement, and shall be delivered to the Trustee for proper authentication and delivery at the direction of the Purchasers or the Underwriters purchasing the Bonds, upon instructions to that effect. Manufacturers and Traders Trust Company is hereby designated Trustee and Paying Agent for the Bonds under the Indenture. In the event the Trustee and Paying Agent, or any one of them, shall resign or be unable to act, the Authorized Officers are each hereby authorized to designate a successor to act as Trustee and Paying Agent.

Section 4. One or more Preliminary Official Statements, substantially in the form of the Official Statement presented to this meeting, is hereby approved, and the Issuer hereby approves the use of such Preliminary Official Statements with such amendments, supplements, changes, insertions and omissions thereto as may be approved by an Authorized Officer in connection with the offering and sale of the Bonds in accordance with applicable legal requirements. Any Authorized Officer is hereby authorized and directed to execute one or more Official Statements in final form in the name and on behalf of the Issuer with such amendments, supplements, changes, insertions and omissions from the related Preliminary Official Statement as may be approved by such Authorized Officer, such approval to be conclusively evidenced by his or her execution and delivery thereof. Any such Authorized Officer is thereupon authorized to cause



such Official Statements to be delivered to the Purchasers or the Underwriters. The foregoing approvals of the Preliminary Official Statements and the Official Statements shall not be deemed to constitute an acknowledgment by the Issuer of any responsibility for information contained therein which has been furnished by the Recipient, the City, the New York City Water Board, the Purchasers or the Underwriters.

Section 5. Any Authorized Officer is hereby authorized to qualify the Bonds, or such portion thereof as the Purchasers or the Underwriters may request, for offering and sale under the securities or Blue Sky Laws of any jurisdictions, provided that the Issuer shall not be required to consent to local service of process in any state. Any Authorized Officer is hereby authorized to perform on behalf of the Issuer in cooperation with the Purchasers or the Underwriters any and all such acts as they may determine to be necessary or desirable in order to comply with the applicable laws of any states and, in connection therewith, to execute and file all appropriate papers and documents including, but not limited to, applications and reports, and the execution by such Authorized Officers of any such paper or document or the doing by any of them of any such act to conclusively establish their authority therefor.

Section 6. All covenants, stipulations, obligations and agreements of the Issuer contained in this Resolution and the Indenture, the Master Trust Agreement, the Subsidy Source Agreement (if applicable), any Project Finance Agreement, the Notices of Sale (if applicable), the Bond Purchase Agreements (if applicable), any Liquidity Agreement, any Escrow Agreement and the Tax Regulatory Agreements shall be deemed to be the covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer by the provisions of this resolution or the Indenture, the Master Trust Agreement, the Subsidy Source Agreement, the Project Finance Agreement, the Notices of Sale (if applicable), the Bond Purchase Agreements (if applicable), any Liquidity Agreement, any Escrow Agreement or the Tax Regulatory Agreements shall be exercised or performed by the Issuer or by such directors, officers, board or body as may be required by law to exercise such powers and to perform such duties.

Section 7. No covenant, stipulation, obligation or agreement contained in this resolution, the Indenture, the Master Trust Agreement, the Subsidy Source Agreement (if applicable), any Project Finance Agreement, the Notices of Sale (if applicable), the Bond Purchase Agreements (if applicable), any Liquidity Agreement, any Escrow Agreement or the Tax Regulatory Agreements shall be deemed to be a covenant, stipulation, obligation or agreement of any director, officer, agent or employee of the Issuer in his or her individual capacity and neither the directors of the Issuer nor any officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8. The Authorized Officers and the Secretary of the Issuer are each hereby authorized and directed to execute and deliver any such other documents, agreements, instruments, certificates or affidavits, including an undertaking with respect to SEC Rule 15c2-12, to do and cause to be done any such other acts and things and to make such other changes, omissions, insertions, revisions or amendments to the documents referred to in Sections 1

through 7 of this resolution as they may determine necessary or proper for carrying out, giving effect to and consummating the transactions contemplated by this resolution, the Indenture, the Master Trust Agreement, the Subsidy Source Agreement (if applicable), any Project Finance Agreement, the Notices of Sale (if applicable), the Bond Purchase Agreements (if applicable), any Liquidity Agreement, any Escrow Agreement the Tax Regulatory Agreements, and the Preliminary Official Statements and the Official Statements referred to above.

Section 9. This Resolution shall take effect immediately. The authority granted hereunder to issue the Bonds for the purpose of refunding any series of Prior Bonds shall expire upon the defeasance of all of such series of Prior Bonds described herein. The authority to provide the Direct Financing shall not expire in accordance with this section. The authorization contained herein to issue Bonds is in addition to any previous authorization of bonds pursuant to any prior resolution, which shall remain in full force and effect. Any Bonds issued pursuant to this Resolution may be issued in conjunction with any previously authorized, but not yet issued, bonds or be issued separately as may be provided in the Indenture.

## Schedule A

### Prior Bonds

State Clean Water and Drinking Water Revolving Funds Revenue Bonds Series 2013 A  
(New York City Municipal Water Finance Authority Projects) (Second Resolution Bonds)

### Recipient Projects

CWSRF Project Nos.

C2-5201-31-01; C2-5203-21-03; C2-5204-01-06; C2-5206-19-02; C2-5212-19-01;  
C2-5225-16-07; C2-5231-21-00; C2-5234-28-00; and C2-5234-31-02.

DWSRF Project Nos.

18823 (Phase 16 of 16479) and 18828

BY: /s/  
Kate Siobhan Howard  
Secretary to the Corporation

**RESOLUTION NO. 2972**

A RESOLUTION OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION AMENDING THE PRIOR AUTHORIZATION FOR FINANCIAL ASSISTANCE TO BE PROVIDED BY THE CORPORATION TO A CERTAIN RECIPIENT IN CONNECTION WITH THE DRINKING WATER STATE REVOLVING FUND

Maturity Date Extension  
Herkimer (T) - Project No. 17422

WHEREAS, by Resolution No. 2582 adopted on June 28, 2018, the Board authorized a five-year short-term interest-free and market-rate financing to be made by the Corporation to the Town of Herkimer for a maximum principal amount not to exceed \$680,000; and

WHEREAS, on July 25, 2018, the Public Authorities Control Board adopted Resolution No. 18-EF-744 approving the financing; and

WHEREAS, the financing is set to mature on August 16, 2023; and

WHEREAS, the Town of Herkimer requires additional time to complete the project; and

WHEREAS, the Board desires to amend the financial assistance authorized to the Town of Herkimer to extend the maturity date as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, AS FOLLOWS:

Section 1. The Board hereby authorizes extension of the maturity date of the financing previously authorized to the Town of Herkimer from August 16, 2023 to December 31, 2024. All other authorizations, determinations, terms and conditions contained in Resolution No. 2582, and any amendments relating thereto, shall remain in effect.

Section 2. This Resolution shall take effect immediately.

## Exhibit A

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term Interest-Free Financing Maximum Principal Amount</u>	<u>Maximum Amount Additional Subsidy</u>	<u>Interest Rate</u>
17422	Herkimer (T)	Herkimer	\$226,667	N/A	0%

### Project Description

The project includes a new finished water storage tank to provide adequate distribution pressure and fire flow; a new pump station to replace an existing one to serve the McKennan Road/Steuben Hill Road areas; and replacement of aged and undersized water mains and appurtenances.

The project is defined by the engineering report titled Water System Improvements Water District No. 3 Project dated May 2016, endorsed on November 23, 2016, and prepared by John M. McDonald Engineering, as may be updated, amended, supplemented, and approved by the Agency.

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term Market-Rate Financing Maximum Principal Amount</u>	<u>Maximum Amount Additional Subsidy</u>	<u>Interest Rate (not to exceed)</u>
17422	Herkimer (T)	Herkimer	\$453,333	N/A	4%

### Project Description

The project includes a new finished water storage tank to provide adequate distribution pressure and fire flow; a new pump station to replace an existing one to serve the McKennan Road/Steuben Hill Road areas; and replacement of aged and undersized water mains and appurtenances.

The project is defined by the engineering report titled Water System Improvements Water District No. 3 Project dated May 2016, endorsed on November 23, 2016, and prepared by John M. McDonald Engineering, as may be updated, amended, supplemented, and approved by the Agency.

BY: \_\_\_\_\_/s/  
Kate Siobhan Howard  
Secretary to the Corporation

**RESOLUTION NO. 2973**

A RESOLUTION OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION MAKING CERTAIN DETERMINATIONS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE DRINKING WATER STATE REVOLVING FUND AND AUTHORIZING FINANCIAL ASSISTANCE PAYMENTS TO CERTAIN MUNICIPALITIES TO FUND ELIGIBLE DRINKING WATER PROJECTS FROM FUNDS APPROPRIATED FOR WATER INFRASTRUCTURE IMPROVEMENT PROJECTS

WHEREAS, pursuant to the New York State Environmental Facilities Corporation Act, being Chapter 744 of the Laws of 1970 constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as amended (the "Act"), the New York State Environmental Facilities Corporation (the "Corporation") has been established as a body corporate and politic constituting a public benefit corporation; and

WHEREAS, pursuant to Chapter 413 of the Laws of New York of 1996, as amended (the "DWSRF Act") and the 1996 Act to reauthorize and amend title XIV of the Public Health Service Act , Public Law 104-182 (the "Safe Drinking Water Act"), the Drinking Water State Revolving Fund (the "DWSRF") was established in the custody of the Corporation; and

WHEREAS, the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), also referred to as the Bipartisan Infrastructure Law, ("IIJA" or "BIL") reauthorizes and amends funding levels and certain provisions in the Safe Drinking Water Act; and

WHEREAS, the Corporation is charged with providing low cost financing to eligible recipients while maintaining the fiscal integrity of the DWSRF; and

WHEREAS, each of the applicants listed in **Exhibit A** hereto has submitted an application to the Corporation for financial assistance under the DWSRF Act and the Safe Drinking Water Act, for the purpose of financing or refinancing water supply projects undertaken and completed or to be undertaken and completed by such applicants; and

WHEREAS, each of the water supply projects proposed to be financed or refinanced by such applicants through the short-term interest-free, short-term market-rate or long-term financings and/or additional subsidies descriptions of which are set out in **Exhibit A** hereto (collectively, the " DWSRF Projects"), constitute an "eligible project" within the meaning of the DWSRF Act and the Save Drinking Water Act, including but not limited to amendments under BIL, as certified to the Corporation by the New York State Department of Health; and

WHEREAS, with respect to the amounts identified in **Exhibit A**, the Corporation has, where necessary, identified funds available in excess of the amounts listed in the Intended Use Plan (the "IUP") or has made such moneys available through by-pass as provided in the IUP; and

WHEREAS, with respect to the short-term market-rate financings, available funds within the DWSRF have been identified, and in the future the Corporation may seek the Board of Directors' approval to issue its Corporation Bonds to fund any such projects; and

WHEREAS, the Corporation desires to provide such short-term interest-free, short-term market-rate or long-term interest-free financings to the respective applicants, in accordance with the terms and conditions set forth in **Exhibit A**, and as will be more fully set forth in the closing documents for the financings (the "Direct Financings"); and

WHEREAS, the New York State Water Infrastructure Improvement Act of 2015, being Part G of Chapter 60 of the Laws of 2015 ("WIIA 2015"), and the Clean Water Infrastructure Act of 2017, being Part T of Chapter 57 of the Laws of 2017 (the "Infrastructure Act"), each authorizes and directs the Corporation to provide financial assistance payments ("Grants"), from funds appropriated for such purpose, to municipalities in support of water quality infrastructure projects; and

WHEREAS, \$400 million was appropriated over a three-year period for the purposes of WIIA 2015, and no less than \$1 billion was appropriated for purposes of funding water infrastructure improvement projects under the Infrastructure Act; and

WHEREAS, subsequent annual appropriations have been made available for the purpose of providing Grants to municipalities in support of water infrastructure improvement projects;

WHEREAS, preference for award of Grants shall be given to municipalities that meet the Corporation's hardship criteria and projects that result in the greatest water quality improvement or greatest reduction in serious risk to public health; and

WHEREAS, the Department of Health has completed an evaluation of the projects set forth in **Exhibit B** (hereinafter referred to as the "WIIA Projects"), determined that each WIIA Project constitutes an eligible "water quality infrastructure project" as defined in WIIA, and otherwise meets the criteria for award of a WIIA Grant; and

WHEREAS, the Corporation desires to provide WIIA Grants to the applicants listed in **Exhibit B** in support of water quality infrastructure projects in accordance with WIIA and subject to continuing compliance with applicable law as will be more fully set forth in the closing documents for the financing of each WIIA Project.

WHEREAS, pursuant to WIIA, a municipality is not required to accept DWSRF financing from the Corporation to receive a WIIA Grant; however, municipalities often seek DWSRF financing in addition to their WIIA grant to fund the total cost of their project; and

WHEREAS, for any DWSRF Project or WIIA Project subject to Article 6 of the Environmental Conservation Law, or the State Smart Growth Public Infrastructure Policy Act, the President has attested in a written Smart Growth Impact Statement that the project meets the relevant criteria as set forth in the Smart Growth Public Infrastructure Policy Act to the extent practicable or, if a Project does not meet the relevant criteria and compliance is considered impracticable, has provided a detailed statement of justification; and

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, AS FOLLOWS:

## **SECTION 1. SHORT-TERM AND LONG-TERM FINANCINGS AND ADDITIONAL SUBSIDIES**

A. The Corporation has reviewed the information supplied by each financing applicant set forth in **Exhibit A**, in connection with its application for DWSRF financial assistance, and the Corporation hereby determines that it would be impracticable or inadvisable to finance all or a portion of the costs of the DWSRF Projects from the proceeds of bonds or notes that are special obligations of the Corporation. The filing of the determination contained in this Section 1.A in accordance with, and to the extent required by, applicable law and regulations by or at the direction of an officer of the Corporation is hereby authorized and confirmed.

B. To accomplish the purposes of the Act the Safe Drinking Water Act, and the DWSRF Act, and to provide for the financing or refinancing of the DWSRF Projects, the Corporation is hereby authorized to provide the Direct Financings and/or the grants, from monies in the DWSRF, to the applicants listed in **Exhibit A** in compliance with applicable law. Each Direct Financing shall be in a principal amount not exceeding the principal amount set forth opposite the name of the applicant in **Exhibit A** and shall bear interest at rates not in excess of those set forth in **Exhibit A**. Each short-term Direct Financing shall mature not later than five years from the date of the closing of such short-term Financing, and each long-term Direct Financing shall mature not later than thirty years from the date of the closing of such long-term Direct Financing. Principal amounts and maturities are to be determined by either the President, any Vice President, Chief Financial Officer, General Counsel or Controller (collectively, the "Authorized Officers") of the Corporation.

The Corporation is further authorized to guarantee the payment of each short-term market-rate financing from monies and assets held in the DWSRF, each short-term market-rate financing shall be in a principal amount not exceeding the principal amount set forth opposite the name of the applicant in **Exhibit A**; shall mature not later than five years from the date of the closing of such short-term market-rate financing; and shall initially bear interest at a rate or rates not in excess of those set forth in **Exhibit A** and as may be determined by any Authorized Officer from time to time in accordance with the provisions of the financing agreement. Each short-term market-rate financing shall remain eligible to compete for and receive an interest rate subsidy if authorized in the current IUP and in the event that the project score so qualifies under such IUP, which subsidy shall be provided in accordance with the provisions of the financing agreement. Further, if authorized in the IUP, each short-term market-rate financing remains



eligible to apply for a zero-interest rate (hardship) determination and receive an interest rate subject to and in accordance with the applicable IUP.

C. The Authorized Officers and the Secretary to the Corporation are each hereby authorized to prepare, execute, acknowledge and deliver to each applicant a financing agreement for such applicant's Direct Financing (including any grant), in such form as shall be determined by any Authorized Officer, with such amendments, supplements, changes, insertions and omissions as may be approved by any Authorized Officer. The Chief Financial Officer and the Secretary to the Corporation are each hereby authorized to affix the seal of the Corporation on such documents and attest the same. The execution of such documents by an Authorized Officer or the Secretary to the Corporation shall be conclusive evidence of any approval or determination authorized or required by this Section 1.C or by Section 1.B of this Resolution.

## **SECTION 2. FINANCIAL ASSISTANCE PAYMENTS (WIIA GRANTS)**

A. The Corporation has reviewed the information supplied by each applicant set forth in **Exhibit B** in connection with its application for a WIIA Grant.

B. To accomplish the purposes of WIIA and provide financial assistance payments to the WIIA Project recipients, the Corporation is hereby authorized to provide WIIA Grants, from appropriated funds to the applicants set forth in **Exhibit B** subject to continuing compliance with applicable law.

C. The Authorized Officers are each hereby authorized to determine the amount of each WIIA Grant (which amount shall not exceed the amounts authorized herein) and the terms thereof.

## **SECTION 3. GENERAL**

A. All covenants, stipulations, obligations and agreements of the Corporation contained in this Resolution, and in any agreement, prepared pursuant to this Resolution, shall be deemed to be the covenants, stipulations, obligations and agreements of the Corporation to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Corporation and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Corporation by the provisions of this Resolution, or by any financing agreement prepared pursuant to this Resolution, shall be exercised or performed by the Corporation or by such directors, officers, board or body as may be required by law to exercise such powers and to perform such duties.

B. No covenant, stipulation, obligation or agreement contained in this Resolution, or in any agreement prepared pursuant to this Resolution, shall be deemed a covenant, stipulation, obligation or agreement of any director, officer, agent or employee of the Corporation in his or her individual capacity and neither the Directors of the Corporation nor any Authorized Officer or the

Secretary to the Corporation executing any such financing agreement shall be liable personally thereon or be subject to personal liability by reason of the execution thereof.

C. The amount of each WIIA Grant (which amount shall not exceed the amounts authorized herein) and the terms thereof shall be determined by Authorized Officers.

D. The Authorized Officers and the Secretary to the Corporation are each individually authorized and directed to execute and deliver any such other agreements or instruments, to do and cause to be done any such other acts and things, and to make such other changes, omissions, insertions, revisions or amendments to each of the documents referred to in this Resolution as they may determine to be necessary or proper for carrying out, giving effect to and consummating the transactions contemplated by this Resolution and any financing agreement prepared pursuant to this Resolution.

E. This Resolution shall take effect immediately.

## Exhibit A

### DWSRF Direct Financings

#### Short-Term Market-Rate Financings:

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term Market-Rate Financing Maximum Principal Amount</u>	<u>Maximum Amount Additional Subsidy</u>	<u>Interest Rate (not to exceed)</u>
19126	Development Authority of the North Country	Jefferson	\$12,485,771	N/A	6%

#### Project Description

This project consists of the replacement of approximately 13,000 linear feet of existing transmission main and associated appurtenances. The project is defined by the engineering report entitled "Engineering Report – Army Water Line Pipeline Replacement – Phase I" dated June 2022 by the engineering firm EDR, as may be updated, amended, supplemented, and approved by the Agency.

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term Market-Rate Financing Maximum Principal Amount</u>	<u>Maximum Amount Additional Subsidy</u>	<u>Interest Rate (not to exceed)</u>
18779	Kingston (C)	Ulster	\$16,420,000	N/A	6%

#### Project Description

This project consists of the rehabilitation of the Cooper Lake Dam and Reservoir and the construction of a new intake structure and associated piping. Rehabilitation will include flattening the slope of the main dam, construction of a concrete parapet on the West Dike, and construction of a new spill way. A temporary water connection to the Ashokan Reservoir will be made via above-grade piping to supplement the City's water supply during the dam rehabilitation work. The temporary connection will consist of 16,000 LF of 12" HDPE piping. The project is defined by the engineering report entitled "Rehabilitation of Cooper Lake Dam" dated November 3, 2022 by the engineering firm Schnabel Engineering, as may be updated, amended, supplemented, and approved by the Agency.

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term Market-Rate Financing Maximum Principal Amount</u>	<u>Maximum Amount Additional Subsidy</u>	<u>Interest Rate</u> (not to exceed)
18787	Red Hook (V)	Dutchess	\$720,000	N/A	6%

Project Description

This project consists of the decommissioning/abandonment of Well #4, replacement of approximately 2,400 linear feet of existing water main, hydrants, and lead service connections on Graves and Cherry Street, rehabilitation of the interior of the existing 225,000-gallon water tower located at the end of Tower Street, addition of a booster pump to the interconnection between the Village of Red Hook and the Town of Red Hook water systems, and replacement of the control system at the water treatment plant. The project is defined by the engineering report entitled “PFOA/S Removal and Resilience Upgrades” dated August 2022 by Delaware Engineering, D.P.C., as may be updated, amended, supplemented, and approved by the Agency.

## Exhibit B

### Financial Assistance Payment Recipient (Drinking Water WIIA Grants)

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Maximum Grant Amount</u>
18988	Averill Park Central School District	Rensselaer	\$90,000

#### Project Description

This project consisted of the installation of granular activated carbon vessels for PFAS treatment for Algonquin Middle School in Averill Park. This project included the installation of three GAC vessels to treat all water from the wells serving the Algonquin Middle School. Construction consisted of piping, pipe insulation and appurtenances including water meters, and a backflow preventer. The existing disinfection, softening, and storage systems remained in place for this project and did not affect the required treatment. The project is defined by the engineering report entitled "Emergency Water Filtration at Algonquin Middle School" dated November 9, 2021 by the engineering firm Engineered Solutions, as may be updated, amended, supplemented, and approved by the Agency.

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Maximum Grant Amount</u>
19011	Bethpage Water District	Nassau	\$3,000,000

#### Project Description

This project consists of installation of an Ion Exchange System for the removal of nitrate and perchlorate, and installation of an Advanced Oxidation Process treatment system for the removal of 1,4-dioxane. The project is defined by the engineering report entitled "Engineering Report – Ion Exchange & AOP Treatment at Plant No.1" dated November 2021, revised March 2022 by the engineering firm H2M Architects + Engineers, as may be updated, amended, supplemented, and approved by the Agency.

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Maximum Grant Amount</u>
18840	Hicksville Water District	Nassau	\$8,927,400

#### Project Description

This project consists of the installation of advanced oxidation process (AOP) and granular activated carbon (GAC) treatment systems at Plant No. 9, Wells 9-1, 9-2 and 9-3 for the removal of 1,4-dioxane, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS). The treatment system will include two new ultraviolet light (UV)/hydrogen peroxide Advanced Oxidation Process (AOP) treatment systems and a new GAC treatment system. The GAC treatment system will consist of three sets of two 12-foot diameter GAC vessels in series, and 40,000 pounds of GAC media in each vessel. The project is defined by the engineering report entitled "Emerging Contaminant Removal at Plant No. 9" dated September 2020 by the engineering firm H2M Architects + Engineers, as may be updated, amended, supplemented, and approved by the Agency.

Project  
Number  
18849

Applicant  
Hicksville Water District

County  
Nassau

Maximum Grant Amount  
\$5,651,400

Project Description

This project consists of the installation of advanced oxidation process (AOP) and granular activated carbon (GAC) treatment systems at Plant No. 5, Wells 5-2 and 5-3 for the removal of 1,4-dioxane, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS). The treatment system will include two new ultraviolet light (UV)/hydrogen peroxide Advanced Oxidation Process (AOP) treatment systems and a new GAC treatment system. The GAC treatment system will consist of four 12-foot diameter GAC vessels in series, and 40,000 pounds of GAC media in each vessel. The project is defined by the engineering report entitled "Emerging Contaminant Removal at Plant No. 5" dated September 2020 by the engineering firm H2M Architects + Engineers, as may be updated, amended, supplemented, and approved by the Agency.

Project  
Number  
18779

Applicant  
Kingston (C)

County  
Ulster

Maximum Grant Amount  
\$3,000,000

Project Description

This project consists of the rehabilitation of the Cooper Lake Dam and Reservoir and the construction of a new intake structure and associated piping. Rehabilitation will include flattening the slope of the main dam, construction of a concrete parapet on the West Dike, and construction of a new spill way. A temporary water connection to the Ashokan Reservoir will be made via above-grade piping to supplement the City's water supply during the dam rehabilitation work. The temporary connection will consist of 16,000 LF of 12" HDPE piping. The project is defined by the engineering report entitled "Rehabilitation of Cooper Lake Dam" dated November 3, 2022 by the engineering firm Schnabel Engineering, as may be updated, amended, supplemented, and approved by the Agency.

Project  
Number  
18787

Applicant  
Red Hook (V)

County  
Dutchess

Maximum Grant Amount  
\$1,080,000

Project Description

This project consists of the decommissioning/abandonment of Well #4, replacement of approximately 2,400 linear feet of existing water main, hydrants, and lead service connections on Graves and Cherry Street, rehabilitation of the interior of the existing 225,000-gallon water tower located at the end of Tower Street, addition of a booster pump to the interconnection between the Village of Red Hook and the Town of Red Hook water systems, and replacement of the control system at the water treatment plant. The project is defined by the engineering report entitled "PFOA/S Removal and Resilience Upgrades" dated August 2022 by Delaware Engineering, D.P.C., as may be updated, amended, supplemented, and approved by the Agency

BY: \_\_\_\_\_/s/  
Kate Siobhan Howard  
Secretary to the Corporation

**RESOLUTION NO. 2974**

A RESOLUTION OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION AMENDING PRIOR AUTHORIZATIONS FOR FINANCIAL ASSISTANCE TO BE PROVIDED BY THE CORPORATION TO CERTAIN RECIPIENTS IN CONNECTION WITH THE CLEAN WATER STATE REVOLVING FUND

Funding Increase and Maturity Date Extension

Rome (C) - Project No. C6-6037-11-00

WHEREAS, by Resolution No. 2623 adopted on February 14, 2019, the Board authorized a five-year short-term interest-free financing to be made by the Corporation to the City of Rome for a maximum principal amount not to exceed \$10,500,000; and

WHEREAS, on February 20, 2019, the Public Authorities Control Board ("PACB") adopted Resolution No.19-EF-759 approving the financing; and

WHEREAS, the project costs have increased and additional funding is necessary to complete construction of the project; and

WHEREAS, the financing is set to mature on March 14, 2024; and

WHEREAS, the Board desires to amend the financial assistance authorized to the City of Rome to reflect an increase in the aggregate maximum principal amount of the financing and to extend the maturity date of the financing as set forth herein.

Maturity Date Extension

Rosendale (T) - Project No.C3-7298-01-00

WHEREAS, by Resolution No. 2533 adopted on January 18, 2018, the Board authorized a five-year short-term interest-free financing to be made by the Corporation to the Town of Rosendale for a maximum principal amount not to exceed \$2,046,000; and

WHEREAS, on January 24, 2018, PACB adopted Resolution No. 18-EF-731 approving the financing; and

WHEREAS, by Resolution No. 2881 adopted on December 9, 2021, the Board authorized an amendment of the financial assistance provided to the Town of Rosendale to extend the maturity date and increase the maximum principal amount of the financing; and

Whereas PACB approved the amendment on December 15, 2021 through adoption of Resolution 21-EF-731C; and

WHEREAS, the financing is set to mature on August 1, 2023; and

WHEREAS, the Board desires to extend the maturity date of the Town of Rosendale's financing as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, AS FOLLOWS:

Section 1. The Board hereby authorizes the increase in the aggregate maximum principal amount of the financing previously authorized to the City of Rome as set forth in Exhibit A. In addition, the maturity date of the financing is hereby extended from March 14, 2024 to March 14, 2026. All other authorizations, determinations, terms and conditions contained in Resolution No. 2623, and any amendments relating thereto, shall remain in effect.

Section 2. The Board hereby authorizes the extension of the maturity date of the financing provided to the Town of Rosendale from August 1, 2023 to August 1, 2024. All other authorizations, determinations, terms and conditions contained in Resolution No. 2533, and any amendments relating thereto, shall remain in effect.

Section 3. This Resolution shall take effect immediately.



Exhibit A  
City of Rome

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term</u> <u>Interest-Free</u> <u>Financing Maximum</u>	<u>Interest Rate</u>
			<u>Principal Amount</u>	
C6-6037-11-00	Rome (C)	Oneida	\$12,700,000	0%

Project Description

This project consists of design and construction of the City of Rome Railroad Street Interceptor Sewer Project. The project is defined by the engineering reports entitled "Engineering Report – Railroad Street Interceptor Sewer Upgrade" dated June 16, 2016 by the engineering firm CDM Smith and "Basis of Design Memo – Railroad Street Interceptor Sewer Project" dated October 2018 by the engineering firm CDM Smith, as may be updated, amended, supplemented, and approved by the Corporation.

Exhibit B  
Town of Rosendale

<u>Project Number</u>	<u>Applicant</u>	<u>County</u>	<u>Short-Term Interest-Free Financing Maximum Principal Amount</u>	<u>Interest Rate</u>
C3-7298-01-00	Rosendale (T)	Ulster	\$4,661,900	0%

## Project Description

This project consists of design and construction of upgrades to the Town of Rosendale's Wastewater Treatment Plant (WWTP). The project is defined by the engineering report entitled "Preliminary Engineering Report" dated December 2010 by the engineering firm Barton & Loguidice, D.P.C., as may be updated, amended, supplemented, and approved by the Corporation.

BY: /s/  
Kate Siobhan Howard  
Secretary to the Corporation